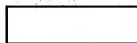


"OGC Has Reviewed"

G.I.G. Administrative Information

Approved For Release 2013/07/13 : CIA-RDP11-00720R000100010011-6



25X1

101

CONFIDENTIAL

CONFIDENTIAL
CENTRAL INTELLIGENCE AGENCY
Washington, D. C.

25X1A

ADMINISTRATIVE INSTRUCTION
NO.

11 June 1948

SUBJECT: Special Employment Agreements

25X1A

Rescissions: Administrative Instruction dated 31 December 1946.
Administrative Instruction dated 7 January 1947. Amendment No. 1,
Administrative Instruction dated 31 December 1946.

Unvouchered Appointments

1. Appointments of employees to be paid from unvouchered funds will be made by the forms prescribed below:

25X1A

a. Departmental and employees who are not required to subscribe to an agreement for overseas service - Form No. 51-105.

25X1A

b. Departmental and employees who are required to subscribe to an agreement for overseas service - Form No. 51-104.

c. Employees employed specifically for overseas service - Form No. 51-104.

Vouchered Appointments

2. Employees to be paid from vouchered funds who are required, as a condition of employment, to agree to future overseas service will be required to subscribe to Form No. 55-104 at the time of their appointments, and the signed overseas agreement will be incorporated into the regular appointment instrument.

25X1A

Overseas Agreements

3. The Assistant Directors for Operations and Special Operations may, in their discretion, require acceptance of an agreement to serve overseas as a condition of employment for any prospective employee of their offices, and prescribe a tour of less than 24 months where it is determined to be in the best interest of the government.

Other Requirements

4. Nothing in these instructions shall be construed to waive any other requirement of law or regulations affecting the legality of employment of personnel by this agency.

CONFIDENTIAL

R. H. HILLENKOETTER
Rear Admiral, USN

Sample Forms attached (3).
DISTRIBUTION: A

Director of Central Intelligence

CENTRAL INTELLIGENCE AGENCY
2430 E STREET NW.
WASHINGTON 25, D. C.

Date

Dear

1. This is to notify you that the United States Government, as represented by the Central Intelligence Agency, has accepted your employment effective

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with CIA Regulations or Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA Regulations.

3. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are so assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during that period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

4. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for 12 months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

5. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event

-2-

either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

6. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of appointment.

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

JUN 12 1948

SECRET FUNDING BRANCH
RECEIVED

Form No. 51-104
June 1948

CENTRAL INTELLIGENCE AGENCY

2400 E STREET NW.

WASHINGTON 25, D. C.

Date

Dear

1. This is to notify you that the United States Government as represented by the Central Intelligence Agency, has accepted your employment effective.

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with CIA Regulations or Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA Regulations.

3. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

4. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of appointment

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

Form No. 51-105
June 1948

AGREEMENT FOR OVERSEAS SERVICE

1. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during the period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

2. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for 12 months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

Official authorized to sign letters of appointment.

I accept the above agreement as a condition of my employment by CIA

Employee

Date

JUN 12 12 55

RECEIVED
JUN 12 1948

Form No. 55-104
June 1948

CONFIDENTIALMEMORANDUM

6 April 1948

TO: General Counsel

FROM: SFD

SUBJECT: CIG Administrative Instructions [REDACTED]

In the period immediately after the activation of CIG, it was determined that for the period during the organization, while organizational procedures and policies were being established, that the [REDACTED] would maintain files of certain personnel documents which would normally be maintained in the Personnel Division of a Governmental Agency.

To authenticate the above mentioned determination, CIG Administrative Instructions [REDACTED] dated 31 December 1946, paragraph 3 provided that:

- a. Letters of Appointment will be executed at the time the appointment is approved.
- b. The Letter of Appointment will be prepared by the individual authorized to approve the type of the appointment prepared.
- c. The original of the Letter of Appointment shall be acknowledged by the employee as provided therein and permanently filed in the [REDACTED] Finance Division, P & A Branch.
- d. No payments will be made to any employee until a properly signed Letter of Appointment is in the possession of the [REDACTED]

The Administrative Order mentioned in the preceding paragraph has never been rescinded or amended so is in full force and effect at the present time. However, Civil Service Regulations were amended to provide that effective 1 April 1947 a point would be designated at which a personnel folder containing a complete working record of each employee would be kept. It also provided that as soon as resources permitted, a personnel folder would be prepared according to the Commission's specifications and that it would be transferred from one Agency to another with the changes of the employee. However, only certain permanent documents would be transmitted on an employee transfer.

CONFIDENTIAL

ILLEGIB

ILLEGIB

[REDACTED]
CONFIDENTIAL

At the time of this change in Civil Service Regulations it was determined that Personnel Division would be the point at which these personnel folders would be filed. Therefore, such documents which had previously been filed in Special Funds, when executed by new employees, were retained in the Personnel Division files. Notations were made on personnel actions, which were transmitted to Special Funds, that such documents had been executed and were filed in Personnel Division Files.

Under the present personnel procedure, the documents, although being handled in accordance with Civil Service Commission's Regulations, are not being filed in accordance with CIG Administrative Instructions [REDACTED]. Therefore, it is requested that the CIG orders regarding personnel procedures, be revised to conform with the Civil Service Commission procedures as outlined in Federal Personnel Manual, Section Z1, part 28.

[REDACTED]
Deputy Chief, SFD

cc: [REDACTED]

CONFIDENTIAL [REDACTED]

25X1

Approved For Release 2003/01/13 : CIA-RDP81-00728R000100010011-1

Approved For Release 2003/01/13 : CIA-RDP81-00728R000100010011-1

MEMORANDUM**CONFIDENTIAL**

6 April 1948

TO: General Counsel

FROM: SFD

SUBJECT: CIG Administrative Instructions []

25X1A

In the period immediately after the activation of CIG, it was determined that for the period during the organization, while organizational procedures and policies were being established, that the [] would maintain files of certain personnel documents which would normally be maintained in the Personnel Division of a Governmental Agency.

25X1A

To authenticate the above mentioned determination, CIG Administrative Instructions [] dated 31 December 1946, paragraph 3 provided that:

- a. Letters of Appointment will be executed at the time the appointment is approved.
- b. The Letter of Appointment will be prepared by the individual authorized to approve the type of the appointment prepared.
- d. The original of the Letter of Appointment shall be acknowledged by the employee as provided therein and permanently filed in the [] Finance Division, P & A Branch.
- d. No payments will be made to any employee until a properly signed Letter of Appointment is in the possession of the []

25X1

25X1

The Administrative Order mentioned in the preceding paragraph has never been rescinded or amended so is in full force and effect at the present time. However, Civil Service Regulations were amended to provide that effective 1 April 1947 a point would be designated at which a personnel folder containing a complete working record of each employee would be kept. It also provided that as soon as resources permitted, a personnel folder would be prepared according to the Commission's specifications and that it would be transferred from one Agency to another with the changes of the employee. However, only certain permanent documents would be transmitted on an employee transfer.

CONFIDENTIAL

ILLEGIB

[REDACTED]

CONFIDENTIAL

At the time of this change in Civil Service Regulations it was determined that Personnel Division would be the point at which these personnel folders would be filed. Therefore, such documents which had previously been filed in Special Funds, when executed by new employees, were retained in the Personnel Division files. Notations were made on personnel actions, which were transmitted to Special Funds, that such documents had been executed and were filed in Personnel Division Files.

25X1A

Under the present personnel procedure, the documents, although being handled in accordance with Civil Service Commission's Regulations, are not being filed in accordance with CIG Administrative Instructions [REDACTED]. Therefore, it is requested that the CIG orders regarding personnel procedures, be revised to conform with the Civil Service Commission procedures as outlined in Federal Personnel Manual, Section 31, part 20.

25X1A

[REDACTED]
Deputy Chief, SPD

25X1A

OO: [REDACTED]

WW:jt

[REDACTED] ILLEGIB

CONFIDENTIAL

CONFIDENTIAL
CENTRAL INTELLIGENCE AGENCY
Washington, D. C.

25X1A

ADMINISTRATIVE INSTRUCTION
NO. []

11 June 1948

SUBJECT: Special Employment Agreements

25X1A

Rescissions: Administrative Instruction [] dated 31 December 1946.
Administrative Instruction dated 7 January 1947. [] Amendment No. 1,
Administrative Instruction [] dated 31 December 1946.

Unvouchered Appointments

1. Appointments of employees to be paid from unvouchered funds will be made by the forms prescribed below:

25X1A

a. Departmental [] employees who are not required to subscribe to an agreement for overseas service - Form No. 51-105.

25X1A

b. Departmental [] employees who are required to subscribe to an agreement for overseas service - Form No. 51-104.

c. Employees employed specifically for overseas service - Form No. 51-104.

Vouchered Appointments

2. Employees to be paid from vouchered funds who are required, as a condition of employment, to agree to future overseas service will be required to subscribe to Form No. 55-104 at the time of their appointments, and the signed overseas agreement will be incorporated into the regular appointment instrument.

Overseas Agreements

3. The Assistant Directors for Operations and Special Operations may, in their discretion, require acceptance of an agreement to serve overseas as a condition of employment for any prospective employee of their offices, and prescribe a tour of less than 24 months where it is determined to be in the best interest of the government.

Other Requirements

4. Nothing in these instructions shall be construed to waive any other requirement of law or regulations affecting the legality of employment of personnel by this agency.

CONFIDENTIAL

Sample Forms attached (3)
DISTRIBUTION: A

R. H. HILLENKOETTER
Rear Admiral, USN
Director of Central Intelligence

CENTRAL INTELLIGENCE AGENCY
2430 E STREET NW.
WASHINGTON 25, D. C.

Date

Dear

1. This is to notify you that the United States Government, as represented by the Central Intelligence Agency, has accepted your employment effective

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with CIA Regulations or Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA Regulations.

3. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are so assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during that period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

4. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for 12 months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

5. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event

-2-

either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

6. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of appointment.

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

Form No. 51-104
June 1948

CENTRAL INTELLIGENCE AGENCY

2430 E STREET NW.
WASHINGTON 25, D. C.

Date

Dear

1. This is to notify you that the United States Government as represented by the Central Intelligence Agency, has accepted your employment effective.

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with CIA Regulations or Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA Regulations.

3. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

4. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of
appointment

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

Form No. 51-105
June 1948

AGREEMENT FOR OVERSEAS SERVICE

1. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during the period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

2. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for 12 months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

Official authorized to sign letters of appointment.

I accept the above agreement as a condition of my employment by CIA

Employee

Date

Form No. 55-104
June 1948

31 December 1946

AI

25X1A

CENTRAL INTELLIGENCE GROUP

revised

25X1A

C.I.G. ADMINISTRATIVE ORDER

LETTERS OF APPOINTMENT FOR UNVOUCHERED PERSONNEL1. Application:

All employees of CIG who are to be paid from unvouchered funds will be issued a letter of appointment at the time of their employment.

2. Authority to Sign Letters of Appointment:

a. The Director, CIG, by memorandum dated 6 September 1946, has delegated authority to the Assistant Chief, Personnel Division, to approve appointments of civilian employees and consultants for departmental or field services. By cable dated 11 October 1946, the Director, CIG, delegated authority to Chiefs of each mission or Independent Station to appoint civilian employees and consultants. Overt personnel and semi-covert personnel to be paid from unvouchered funds will receive letters of appointment signed by one of the persons listed above. The form of this letter of appointment shall be in accordance with Exhibit A attached hereto.

b. All other types of personnel to be paid from unvouchered funds will receive letters of appointment signed by the Chief, [] in accordance with Delegation of Authority by the Director, CIG, dated 21 October 1946. The form of such letters of appointment shall be approved in advance by the Office of General Counsel, except where such letters of appointment are executed abroad, in which case a copy will be directed to the appropriate Branch Chief in Washington for referral to the Office of General Counsel for review and approval as to form.

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3. Issuance:

Letters of appointment will be issued at the time the employment is approved. The letter of appointment will be prepared by the individual who is authorized to sign the particular type of letter of appointment to be used. The original of the letter of appointment shall be acknowledged by the employer as provided for therein and permanently filed in the [] Finance Division, P. & A. Branch. No payments of salary from unvouchered funds will be made to any employee until a properly signed letter of appointment is in the possession of the []

25X1

FOR THE DIRECTOR OF CENTRAL INTELLIGENCE:

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25X1A

CONFIDENTIAL

(EXHIBIT A)

25X1A

CENTRAL INTELLIGENCE GROUP

WASHINGTON, D. C.

_____(Date)

Name _____

Street Address _____

City & State _____

Dear Mr. _____:

1. This is to notify you that the United States Government, as represented by the Central Intelligence Group, has accepted your employment effective _____:

Position:

Base Salary: \$ _____ per _____.

2. This appointment is not a Civil Service position. You will be entitled to annual and sick leave (only in accordance with Civil Service rules and regulations). You will be reimbursed for travel expenses in accordance with the Standardized Government Travel Regulations, as amended. If stationed outside the continental limits of the United States, you will be granted such monetary allowances as are prescribed by CIG regulations.

3. If you are ordered to a station outside the continental United States, you will be required to serve a minimum period of twenty-four months at such a station. If you wish to resign or terminate your appointment or return to the United States before the expiration of twenty-four months after the date of departure for an overseas post, CIG will not pay your return travel expenses from a station outside the United States.

4. Your appointment is for such time as your services may be required and funds are available for the work of CIG. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

ASSISTANT CHIEF, PERSONNEL DIVISION

ACCEPTED:

~~CONFIDENTIAL~~

Approved For Release 2003/01/13 : CIA-RDP81-00728R000100010011-1

7 January 1947

revised
COPY NO. 84

CENTRAL INTELLIGENCE GROUP

C.I.G. ADMINISTRATIVE ORDER AMENDMENT NO. 1

25X1A

25X1A

25X1A

1. C. I. G. Administrative Order Subject: "Letters of Appointment for Unvouchered Personnel," dated 31 December 1946, is hereby amended by changing the word "employer" to read "employee" in paragraph "3. Issuance", line 4.

25X1A

2. All copies of Administrative Order should be changed accordingly.

FOR THE DIRECTOR OF CENTRAL INTELLIGENCE:

25X1A

Colonel, AGD
Executive for Personnel
and Administration

AI

25X1A

CONFIDENTIALCOPY NO. 85

31 December 1946

25X1A

CENTRAL INTELLIGENCE GROUPC.I.G. ADMINISTRATIVE ORDER *rescinded by*
6/11/48

25X1A

LENGTH OF OVERSEAS SERVICE

1. There is hereby established a policy of requiring individuals who are assigned to overseas duty to remain overseas a minimum of twenty-four months. This means that if an employee wishes to return at an earlier date he must pay his own passage and will receive no travel allowances. After twenty-four months, the employee may request return at Government expense with the regular travel allowances, but such return would be for separation, not for leave or other personal reasons. This policy will be stated as a provision in the letter of appointment issued by CIG to the employee.

2. Experience has shown that in intelligence work all personnel who stay overseas for too long a period pass the point of greatest efficiency and lessen in useful productivity due to lack of contact with domestic problems and customers, and lack of knowledge of new techniques, methods and procedures. It has been administratively determined in accordance with this experience that no employee should be continuously overseas for a period of more than thirty months, and that it is necessary to an efficient and adaptable service to re-train and re-orient all employees after the passage of some twenty-four to thirty months overseas. Accordingly, branch chiefs will maintain records of the period for which employees under their control have been outside of the United States and, on the expiration of twenty-four months, will take the proper steps for returning each employee for specific re-training and re-orientation. On completion of such a training program, the employee may take leave in accordance with existing Government regulations. On completion of leave, the employee may require additional training or may be assigned immediately to an overseas post on the condition that a further minimum period of twenty-four months duty overseas will be served.

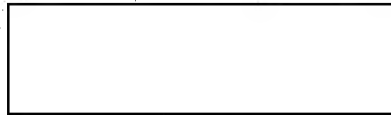
- 2 -

CONFIDENTIAL

3. It will be the duty of the branch chief, in consultation with the other officers concerned, to determine whether return for training will be on temporary duty or permanent change of station, to determine the course of training necessary, and to establish that the travel involved is necessary in the best interests of the Government. Requests from overseas for return of individuals will be considered only in connection with separation or travel at the individual's expense.

FOR THE DIRECTOR OF CENTRAL INTELLIGENCE:

25X1A



Executive for Personnel and Administration

STANDARD FORM NO. 64

CONFIDENTIAL

Office Memorandum • UNITED STATES GOVERNMENT

TO : Director of Central Intelligence
Attention: Executive for Admin. & Management
FROM : Assistant Director for Operations

DATE: 23 March 1948

SUBJECT: Conditions of Overseas Service for CIA Employees

1. Reference is made to the memorandum from the Executive for Administration and Management addressed to the General Counsel, subject as above, with attachments, dated 27 February 1948, together with subsequent attachments appended by the Assistant Director for Special Operations.

2. The proposed drafts as set forth in Tab A are concurred in by this office with the exception of the following comments:

3. The subject memorandum refers to "each CIA employee hereafter employed" [redacted]

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[redacted]
who may go overseas and those employees who will not be sent overseas. Recognition of this fact is noted in paragraph 2 of your memorandum to the General Counsel but it is suggested that the subject headings of the two proposed drafts should also reflect this thought.

25X1A



Encl:

Memo of 27 Feb 1948
w/attachments fr Exec. for A&M
to Gen. Counsel
Memo of 17 March 1948
w/attachments fr Asst. Dir./OSO
to DCI

CONFIDENTIAL

my

STANDARD FORM NO. 64

CONFIDENTIAL

Office Memorandum • UNITED STATES GOVERNMENT

TO : Executive for Administration and Management DATE: 1 April 1948
FROM : Chief, Budget and Finance Branch
SUBJECT: Conditions of overseas service for CIA employees

1. In response to your request, a review has been made of the attached material, and it is desired to offer for your consideration, the following comments or suggestions:

a. There does not appear to be a great deal of difference between the recommendations presented by OSO and those set forth in Tab A of the attached papers.. It would appear advisable that a uniform agreement be used for all personnel throughout the Agency and in some respects, the suggested agreements under Tab A would appear to be a simplification over that used by OSO.

b. This office is of the opinion that a new appointee recruited for the purpose of being assigned to a permanent position in the continental limits of the United States or a present employee of the organization who is currently assigned to a permanent position in the United States should not be required to sign an overseas agreement since such agreement is not required by and would not come within the provisions of Section 7, Public Law 600.

c. Aside from the provisions of Section 7, Public Law 600, which pertains only to new appointees recruited for overseas duty, (except for the distinction made as to the return of employees from abroad) it appears that normal transfer procedure should govern the transfer of employees already on duty in the United States from such duty post to an overseas station, and that an agreement would not be necessary except as required by Agency policy, particularly since the transfer would be made only in the interest of the Government and not for the convenience of the employee. Employees who originally were recruited for overseas duty and have served one complete 24 months tour should be placed in the same category as employees currently assigned to a station in the United States.

d. It does not appear that employees who are transferred to overseas posts under normal procedure should be required to sign an agreement whereby the cost of transportation abroad should be repaid. The cost of return to the United States would, in any event, be borne by the employee if he returned for personal reasons rather than official reasons as interpreted under existing regulations and statutes. Normal transfer procedure would permit appropriate determination to be made in any case where it appeared that transportation and/or travel were performed for the convenience of the individual as determined from all available facts and circumstances.

CONFIDENTIAL

- 2 -

c. If it is desired as a matter of policy that old employees as distinguished from new appointees sign overseas agreements at the time their transfer abroad is approved, it would appear advisable that the item of the repayment of transportation and travel expenses be omitted from such an agreement and that there be eliminated in the agreement any reference to a possible exception to be made by the Director of CIA since it is presumed that he or other appropriate CIA official could void or waive the agreement in the interest of the United States Government.

2. It is our final suggestion, therefore, that an agreement form be devised which will be more or less a consolidation of those presented under Tabs A and D of the attached material with no reference to repayment of transportation or travel expenses of employees transferred under regular procedure as distinguished from the movement of personnel under the procedure issued pursuant to Section 7 of the Public Law 600. In this connection it is to be noted that no exception can be made to the provisions of Section 7, Public Law 600 with respect to the 12 months tour of duty and the repayment of transportation and travel costs, although it would be permissible for the head of the Department to appropriately determine that the individual should be reassigned, separated or transferred for the interest of the United States Government. In the absence of such a determination, the individual would be required to repay all costs under the provisions of Section 7, Public Law 600.

25X1A

E. R. SAUNDERS

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General Counsel

Attn: [REDACTED]

Deputy Budget Officer

Overseas Employment Agreements

9 May 1950

1. Reference is made to previous correspondence and recent conversations held with regard to the matter of issuing revised statements of policy and regulations relating to the matter of executing overseas employment agreements and paying the costs of travel and transportation in connection with the dispatch abroad and/or return of both new appointees and those serving a tour of duty subsequent to that of initial appointment and their dependents. This matter was originally presented for consideration to the Chief, Special Support Staff, in your memorandum of 14 February 1950. Your file copy of this memorandum is attached.

STATINTL

2. A conference was held today with respect to this problem. Attending the meeting were [REDACTED] of the Special Support Staff; [REDACTED] Chief, Administrative Staff; Mr. Kelly, Personnel Director; and the undersigned. Various aspects of the problem were discussed and a review was made of a proposed instruction prepared by this office.

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3. After reaching general agreement as to the nature of the contents of the proposed revised Agency instruction (refer to Administrative Instructions [REDACTED] dated 11 June 1948 and 31 December 1948 respectively), it was determined that the Personnel Director was the logical officer to further implement and coordinate the proposed instruction. Accordingly, it is anticipated that the Personnel Director will present a draft of a revised instruction for the purpose of obtaining the concurrence of appropriate Agency officials at an early date.

STATINTL

KEW/vlb
cc: Management Officer ✓
Personnel Director
Signer's copy

RESTRICTED

MAY 10 1950

25X1

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

CONFIDENTIAL

TO : General Counsel

DATE: 27 February 1948

FROM : Executive for A&M

SUBJECT: Conditions of Overseas Service for CIA Employees

1. Attached are--

a. Your draft of an overseas agreement to be signed by each CIA

STATSPEC

time of their entrance on duty with CIA.

b. Draft prepared by this office of a condition to be included in the overseas contract to be signed by any employee currently employed by CIA, prior to being sent or again sent to an overseas station.

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2. It is recommended that the signing of an agreement exactly similar to that referred to in paragraph 1a above be hereafter made a condition of employment for all new employees of [] OSO except when specifically recommended for exception by the Assistant Director concerned.

STATSPEC

3. a. It is further recommended that an agreement exactly similar to that referred to in paragraph 1b above be included in a contract to be signed by any individual now on duty with CIA or hereafter employed for assignment to other than [] OSO and thereafter ordered to an overseas station.

b. The inclusion of the agreement referred to in paragraph 1b above in an overseas contract should not be necessary in the case of any individual who has signed as a condition of employment the overseas agreement referred to in paragraph 1a above.

4. Request either your concurrence and transmission to the Deputy Director for his decision, or your further comment and further coordination with this office.

25X1A

Encls.

(See para 1 above)

25X1A

no legal objection

25X1A

Conc

CONFIDENTIAL

CE 6539

3.
I, _____, understand that, as
a condition of ~~my~~ ^{your} employment by the Central Intelligence
Agency, ~~I~~ ^{you are} am subject to assignment to a tour of duty at a
post outside the continental United States. ~~As a further~~
~~condition, I agree that~~ Each time ~~I~~ ^{you are} am so assigned, unless
otherwise specified in advance by CIA;

~~I will remain at the post to which assigned for a period of 24 months from the date of arrival there, unless sooner transferred, reassigned or separated for reasons beyond my control, and that if I wish to return to the United States for personal reasons during that period, all travel and transportation costs incident to such return will be borne by me, with no expense to the Government.~~

4. ~~If I~~ ^{government service} leave the ~~employment~~ of CIA for personal reasons within 12 months of my arrival at such a post, all costs paid by the Government in connection with my ~~travel and transportation~~ ^{your} to that post shall be considered a debt due by ~~me~~ ^{you} to the United States.

2. The above agreement shall, under such regulations as the Director may prescribe, be subject to exceptions where the best interest of the Government warrants.

4. If you are appointed for assignment to an overseas post and

CONFIDENTIAL

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CONFIDENTIAL
DRAFT
LTS/mc
27 Feb 48

STATSPEC

TO BE INCLUDED IN EACH CONTRACT FOR OVERSEAS SERVICE TO BE
SIGNED BY CIA EMPLOYEES WHO HAVE NOT PREVIOUSLY SIGNED THE
GENERAL OVERSEAS AGREEMENT WHICH IS TO BE REQUIRED IN FUTURE
OF EACH NEW EMPLOYEE OF OSO

1. I, _____, as a condition of my being assigned
to and sent to an overseas post by the Central Intelligence Agency, agree,
unless otherwise specified in advance by CIA, that:

a. I will remain at the post to which assigned for a period of
24 months from the date I arrive there, unless sooner transferred,
reassigned or separated for reasons beyond my control, and that if
I wish to return to the United States for personal reasons during
that period, all travel and transportation costs incident to such
return will be borne by me, with no expense to the Government.

b. If I leave the employ of CIA for personal reasons within
12 months of my arrival at such a post, all costs paid by the
Government in connection with my travel and transportation to that
post shall be considered a debt due by me to the United States.

2. The above agreement shall, under such regulations as the
Director may prescribe, be subject to exceptions where the best interest
of the Government warrants.

CONFIDENTIAL

CONFIDENTIAL (H)

AGENCY
CENTRAL INTELLIGENCE GROUP
2430 E STREET NW.
WASHINGTON 25, D. C.

_____(date)

Dear

1. This is to notify you that the United States Government, as represented by the Central Intelligence Group, has accepted your employment effective

Position:
Base Salary:

2. This appointment is not a Civil Service position. You will be entitled to annual and sick leave (only in accordance with Civil Service rules and regulations). You will be reimbursed for travel expenses in accordance with the Standardized Government Travel Regulations, as amended. If stationed outside the continental limits of the United States, you will be granted such monetary allowances as are prescribed by CIG regulations.

3. If you are ordered to a station outside the continental United States, you will be required to serve a minimum period of twenty-four months at such a station. If you wish to resign or terminate your appointment or return to the United States before the expiration of twenty-four months after the date of [] arrival at the [] overseas post, CIG will not pay your return travel expenses from a station outside the United States.

5.4. Your appointment is for such time as your services may be required and funds are available for the work of CIG. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

[] CHIEF, PERSONNEL DIVISION

ACCEPTED:

4. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, and, if not available, you will be terminated.

CONFIDENTIAL

32
~~SECRET~~ CONFIDENTIAL

(B)
C

Date: _____

Central Intelligence Agency
2430 E Street, N. W.
Washington, D. C.

Gentlemen:

1. In accordance with the policy of the Central Intelligence Agency that, except as Central Intelligence Agency may deem it in its best interests to recall or transfer me from my overseas post, it is understood and agreed by me I shall be required by the Central Intelligence Agency to serve a minimum period of twenty-four months at my place of employment outside the continental United States, and if I resign or terminate my appointment or return to the United States before the expiration of twenty-four months after the date of arrival at my overseas post, unless separated for reasons beyond my control, the Central Intelligence Agency will not pay my return travel expenses from such station outside the United States.

2. It is further understood and agreed by me that I shall remain in the Government service for the twelve months following my arrival at my overseas post unless separated for reasons beyond my control. [In the event of a violation by me of the agreement in this paragraph, any moneys expended by the United States on account of my travel, including per diem while in a temporary duty status in Washington, expenses of transportation of my immediate family, and expenses of transportation of my household goods and personal effects from any place of actual residence at time of appointment to place of employment outside the continental United States, and for such expenses on my return from such post of duty to my place of actual residence at time of assignment to duty outside the United States, shall be considered as a debt due by me to the United States.]

WITNESS:

W32
~~SECRET~~ CONFIDENTIAL

CONFIDENTIAL

DRAFT

CENTRAL INTELLIGENCE GROUP

2430 E STREET NW.
WASHINGTON 25, D. C.

(Date)

Dear _____:

1. This is to notify you that the United States Government, as represented by the Central Intelligence Group, has accepted your employment effective _____.

Position:
Base Salary:

2. ~~This appointment is not a Civil Service position.~~ You will be entitled to annual and sick leave ~~only~~ in accordance with Civil Service rules and regulations; ~~You will be reimbursed for travel expenses in accordance with the Standardized Government Travel Regulations, as amended; and, if stationed outside the continental limits of the United States, you will be granted such monetary allowances as are prescribed by CIA regulations.~~

3. As a condition of your employment by CIA, you are subject to assignment outside the continental United States. Except as CIA may deem it in its best interests to recall or transfer you ~~from your overseas post~~, ^{if you are so assigned} you will be required to serve a minimum period of twenty-four months outside the continental United States from the date of arrival at your first overseas post, unless separated for reasons beyond your control. If you wish to return to the United States for personal reasons prior to the termination of such period, all travel and transportation costs incident to such return will be borne by you with no expense to the government.

4. If you are appointed for assignment to an overseas post, it is understood and agreed that you will remain in the government service for the twelve months following your arrival at such overseas post, unless separated for reasons beyond your control. In the event of a violation by you of the agreement in this paragraph, any moneys expended by the United States on account of your travel, including per diem while in a temporary duty status in Washington, expenses of transportation of your household goods and personal effects from any place of actual residence at time of appointment to place of employment outside the continental United States, and for such expenses on your return from such post of duty to your place of actual residence at time of assignment to duty outside the United States, shall be considered as a debt due by you to the United States.

CONFIDENTIAL

CONFIDENTIAL

5. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, ^{employment} and, if not available, you will be terminated.

6. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

CHIEF, PERSONNEL DIVISION

ACCEPTED:

CONFIDENTIAL

- 2 -

2 January 1948

MEMORANDUM FOR THE EXECUTIVE FOR A&M

Subject: Proposed Administrative Instruction

1. Attached hereto is proposed Administrative Instruction concerning length of overseas service and agreement to be signed by individuals who are to be stationed abroad. You will note the concurrences of the Chief [redacted] and the Assistant Chief, Budget and Finance Branch.

STATSPEC

2. The agreement has been changed to incorporate the suggestions of [redacted] noted in his memorandum of 19 December 1947.

STATSPEC

STATINTL

[redacted]
JOHN S. WARNER
Assistant General Counsel

D R A F T

CENTRAL INTELLIGENCE AGENCY
Washington, D. C.

ADMINISTRATIVE INSTRUCTION
NUMBER _____

SUBJECT: Agreement Concerning Length of
Overseas Service

STATINTL

1. CIA Administrative Instruction [] dated 31 December 1946, established the policy of requiring individuals who are assigned to overseas duty to serve a minimum of twenty-four months. Where individuals are appointed for overseas assignment, and it is proposed that their travel expenses be paid from their place of actual residence to their overseas post, there is required under Section 7, Public Law 600, 79th Congress, 2nd Session, approved 2 August 1946, a written agreement whereby the employee agrees to remain in the Government service for a stipulated period.

2. In paragraph 1 of the form of agreement, which is attached, there are incorporated the provisions required by Public Law 600, and in paragraph 2, there are set forth the provisions required by the policy of this Agency. Accordingly, all new appointees employed for assignment overseas will be required to sign this type of an agreement. Where currently employed individuals are to be transferred to an overseas post, they will be required to sign the agreement containing only the second paragraph of the attached form of agreement.

FOR THE DIRECTOR OF CENTRAL INTELLIGENCE:

STATINTL

[]
Executive for
Administration and Management

DISTRIBUTION: _____

Date: _____

Central Intelligence Agency
2430 E Street, N. W.
Washington, D. C.

Gentlemen:

1. Pursuant to Section 7, Public Law 600, 79th Congress, 2nd Session, approved 2 August 1946, I hereby agree to remain in the Government service for the twelve months following my arrival at my overseas post, unless separated for reasons beyond my control. In case of a violation of this agreement, any moneys expended by the United States on account of my travel, expenses of transportation of my immediate family and expenses of transportation of my household goods and personal effects from any place of actual residence at time of appointment to place of employment outside the continental United States, and for such expenses on my return from such post of duty to my place of actual residence at time of assignment to duty outside the United States, shall be considered as a debt due by me to the United States.

2. It is further understood and agreed by me that, except as Central Intelligence Agency may deem it in its best interests to recall or transfer me from my overseas post, I shall be required by the Agency to serve a minimum period of twenty-four months at my place of employment outside the continental United States, and, if I wish to resign or terminate my appointment or return to the United States before the expiration of twenty-four months after the date of arrival at my overseas post, the Central Intelligence Agency will not pay my return travel expenses from such station outside the United States.

WITNESS:

CONFIDENTIAL

1217013

December 19, 1947

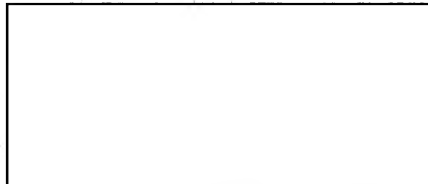
MEMORANDUM TO GENERAL COUNSEL

SUBJECT: PROPOSED ADMINISTRATIVE INSTRUCTION CONCERNING
DURATION OF OVERSEAS SERVICE.

STATSPEC

☐ concurs in the draft as proposed, but recommends in the interest of completeness that the second paragraph of the agreement form be reworded to begin:

"2. It is further understood and agreed by me that, except as Central Intelligence Agency may deem it in its best interests to recall or transfer me from my overseas post, I shall be required by the Agency to serve a minimum period of twenty-four months ..."



25X1A

00/ ☐

25X1A

CONFIDENTIAL

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STATSPEC

Chief,



10 December 1947

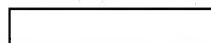
Assistant Chief, Budget and Finance Branch

Agreement Concerning Length of Overseas Service

There is attached a draft of a proposed Administrative Instruction which has been prepared by the General Counsel for our review.

Insofar as this office is concerned, the draft as written is acceptable, and it will be appreciated if you will review the proposed Instruction and forward it to the General Counsel with any comments you wish to make.

25X1A



Assistant Chief,
Budget and Finance Branch

cc: Mr. Warner✓

25X1A

/dhl

121900Z ✓

25X1A

1 [] - DRAFT 1/12/49

25X1A
ILLEGIB

ADMINISTRATIVE INSTRUCTION

NO. []

Group Hospitalization

SUBJECT: ~~Rescission of Administrative Instruction~~ []

Executive Registry
10-2963

28 Jan 49

25X1A

25X1A

/, Administrative Instruction [], subject: "Group Hospitaliza-
tion", dated 17 December 1946 is rescinded.

~~FOR THE DIRECTOR OF CENTRAL INTELLIGENCE:~~

2. Current policies governing this subject will continue to
be administered ~~by~~ under the supervision of the Personnel
Office.

25X1A

For the Dir

OK

10

*103
24 Jan*

Restr: All CIA Employees

25X1A

Acting Executive

CONFIDENTIAL

CENTRAL INTELLIGENCE AGENCY
Washington, D.C.

25X1A

25X1A

ADMINISTRATIVE INSTRUCTION
NO.

26 October 1950

SUBJECT: Personnel Policies and Procedures

25X1A

25X1A

1. Pending revision of Administrative Instruction as amended by the following instructions will govern:

a. (1) Requests for entry on duty of individuals prior to completion of full security clearance procedures will be submitted through the Personnel Director to the Chief, Inspection and Security Staff, by Assistant Directors and Staff Chiefs, including essential details of operational justification and urgent need for the services of the individuals concerned.

(2) The Chief, Inspection and Security Staff, will forward the requests with his recommendations to the Executive who will obtain the Director's action.

b. The Chief, Special Support Staff, and the Personnel Director are authorized to act for the Director on recommended personnel actions involving grades GS-13 through GS-15. Unresolved differences of opinion between the Chief, Special Support Staff, and Assistant Directors and Staff Chiefs will be referred to the Personnel Director. Similar differences involving the Personnel Director will be referred to the Executive.

c. The Executive is authorized to act for the Director on recommended personnel actions involving grades GS-16 and GS-17.

d. Personnel actions involving grades GS-18 and the three special grades authorized by Section 9, Public Law 110, as amended, will be referred through the Executive to the Director for final action.

25X1A

DISTRIBUTION: 2

WALTER B. SMITH
Director

CONFIDENTIAL

OCT 30 1950

5-77-209-50

CONFIDENTIAL

Executive Registry
1-336

MAY 11 1950

25X1A

MEMORANDUM FOR: Chief, Administrative Staff
Chief, Special Support Staff

SUBJECT: Operational Liaison Termination Clearances.

REFERENCE: Administrative Instruction [redacted] para-
graph 17, Termination and Final Clearance.

Include clearance with Liaison Division, OGD, in each case where operational liaison contact has been established by OGD for the CIA employee with other government agencies.

FOR THE DIRECTOR OF CENTRAL INTELLIGENCE:

25X1A

/s/
[redacted]
Acting Executive

MAR/pl

cc: AD/OGD

C/COAPS

Subject File (Return to Management Staff) ✓

CONFIDENTIAL

MAY 11 1950

STANDARD FORM NO. 64

CONFIDENTIAL

Office Memorandum • UNITED STATES GOVERNMENT

TO : Executive for Administration and Management

DATE: 1 June 1948

FROM : Deputy Assistant Director for Operations

SUBJECT: Draft Administrative Instruction re "Special Employment Agreements"

25X1A

25X1A

This Office concurs in the intent of the draft Administrative Instruction [] but believes that, for the sake of clarity, paragraph 4 of Form No. 51-104 should be deleted and that a sentence substantially as follows added to Paragraph 3: "Unless you remain in Government service, when this employment is for assignment to an overseas post, for twelve months after your arrival at your first overseas post, any money expended by the United States Government on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States Government."

25X1A

Got
Please discuss with me
if you agree.
7 June

CONFIDENTIAL

25X1

Approved For Release 2003/01/13 : CIA-RDP81-00728R000100010011-1

Approved For Release 2003/01/13 : CIA-RDP81-00728R000100010011-1

CONFIDENTIAL

DRAFT
24 May 1948CENTRAL INTELLIGENCE AGENCY
Washington, D. C.

Date

11 June 48
OK - no change
RmtADMINISTRATIVE INSTRUCTION
NUMBER

SUBJECT: Special Employment Agreements

Revisions Administrative Instruction [] dated 4 Aug 48
31 December 1946, + as Amended [] dtd 7 Jan 47
As. Inst [] dtd 31 Dec. 1946Unvouchered Appointments

1. Appointments of employees to be paid from unvouchered funds will be made by the forms prescribed below:

a. Departmental and [] employees who are not required to subscribe to an agreement for overseas service -- Form No. 51-105. ✓

b. Departmental and [] employees who are required to subscribe to an agreement for overseas service -- Form No. 51-104. ✓

c. Employees employed specifically for overseas service -- Form No. 51-104.

Vouchered Appointments

2. Employees to be paid from vouchered funds who are required, as a condition of employment, to agree to future overseas service will be required to subscribe to Form No. 55-104 at the time of their appointments, and the signed overseas agreement will be incorporated into the regular appointment instrument.

Overseas Agreements

3. The Assistant Directors for Operations and Special Operations may, in their discretion, require acceptance of an agreement to serve overseas as a condition of employment for any prospective employee of their offices, and prescribe a tour of less than 24 months where it is determined to be in the best interest of the government

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Other Requirements

4. Nothing in these instructions shall be construed to waive any other requirement of law or regulations affecting the legality of employment of personnel by this agency.

R. H. HILLENKOETTER

25X1A

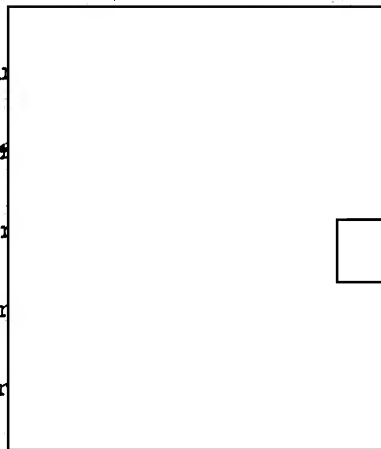
General Counsel - I (~~do not~~) concur

Special Operations - I (~~do not~~) concur

Operations - I (~~do not~~) concur

Personnel Branch, A&M - I (~~do not~~) concur

Budget & Fin. Br., A&M - I (~~do not~~) concur



5/27/48
Date
5/27/48
6/1/48
1/3/48
-7-48

25X1A

CONFIDENTIAL

CENTRAL INTELLIGENCE GROUP

2430 E STREET NW.

WASHINGTON 25, D. C.

Date

Dear

1. This is to notify you that the United States Government, as represented by the Central Intelligence Agency, has accepted your employment effective

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with CIA Regulations or Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA Regulations.

3. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are so assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during that period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

4. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for 12 months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

5. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event

-2-

CONFIDENTIAL

either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

6. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of appointment.

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

CONFIDENTIAL

Form No. 51-104
June 1948

CENTRAL INTELLIGENCE GROUP

2430 E STREET NW.
WASHINGTON 25, D. C.

Date

Dear

1. This is to notify you that the United States Government as represented by the Central Intelligence Agency, has accepted your employment effective

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with CIA Regulations or Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA Regulations.

3. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

4. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of appointment

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

Form No.
June 1948 No. 51-105

CONFIDENTIAL

CONFIDENTIAL

Final

AGREEMENT FOR OVERSEAS SERVICE

1. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during the period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

2. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for 12 months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

Official authorized to sign letters of appointment.

I accept the above agreement as a
condition of my employment by CIA

Employee

Date

Form No.
June 1948 55-104

CONFIDENTIAL

Letter
~~CONFIDENTIAL~~

DRAFT
24 May 1948
LTS/mc

Date _____

Dear _____:

1. This is to notify you that the United States Government, as represented by the Central Intelligence Agency, has accepted your employment effective _____.

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with/Standardized CIA Regulations or Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA regulations.

3. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

CONFIDENTIAL

Form No. 51-105
June 1948

CONFIDENTIAL

4. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters
of appointment

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

Form No. 51-105
June 1948

CONFIDENTIAL

CONFIDENTIALD R A F T
24 May 1948
LTS/mcAGREEMENT FOR OVERSEAS SERVICEDate

1. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during the period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

2. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for twelve months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

Official authorized to sign letters of appointment.

I accept the above agreement as a
condition of my employment by CIA

Employee
Date June
Form No. 55-104, May 1948

CONFIDENTIAL

CONFIDENTIAL

CENTRAL INTELLIGENCE AGENCY
WASHINGTON 25, D. C.

DRAFT - 4 May 1948

Date: _____

Dear _____:

1. This is to notify you that the United States Government, as represented by the Central Intelligence Agency, has accepted your employment effective _____.

Position:

Base Salary:

2. You will be:

a. Entitled to annual and sick leave in accordance with Civil Service Commission rules and regulations, or such other provisions of law or regulations as may be established in lieu thereof.

b. Reimbursed for travel expenses in accordance with ^{CIA Regulations or} Standardized Government Travel Regulations, as amended.

c. If stationed outside continental United States, granted such monetary allowances as are prescribed by CIA regulations.

3. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are so assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during that period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

CONFIDENTIAL

-2-

CONFIDENTIAL

4. If this employment is for assignment to an overseas post, it is understood and agreed that, unless earlier separated for reasons beyond your control, you will remain in Government service for twelve months after your arrival at your first overseas post, and if you violate this agreement, any money expended by the United States on account of your travel and the transportation of your immediate family and household goods will be considered a debt due to the United States.

5. Employment is conditioned upon satisfactory completion of the training courses prescribed by CIA and satisfactory performance of duty for a total period of six months from date of employment. In the event either training or performance of duty is deemed unsatisfactory by CIA, you will be offered other types of employment if available, or your employment will be terminated.

6. Your appointment is for such time as your services may be required and funds are available for the work of CIA. Notice of termination will be given you by procedure similar to that provided by Civil Service rules and regulations.

Official authorized to sign letters of
appointment

I accept the above agreement as a condition of my employment by CIA.

Employee

Date

CONFIDENTIAL

Form No. 51-104
June 1948

Next 1 Page(s) In Document Exempt

CONFIDENTIALconf

25X1A

Adm Inst []

31 Dec 48

Subject: Special Employment Agreements.

Revisions Agreements

25X1A

Paragraph 3, Adm Inst [] dated
11 June 1948 is amended to read as
follows:

"3. The Assistant Director for
Operations, Special Operations and
Policy Coordination, may - etc

R.H. H

Please prepare
publ quoting all of
par 3. Only changes
adding PC.

WJ
29 Dec

CONFIDENTIAL

6776
CONFIDENTIAL

ER-8212

17 MAR 1948

MEMORANDUM FOR: THE DIRECTOR OF CENTRAL INTELLIGENCE

Attention: Executive for Administration and Management

SUBJECT : Conditions of Overseas Service for CIA Employees

1. Reference is made to the memorandum from the Executive for Administration and Management, addressed to the General Counsel, subject as above, with attachments, dated 27 February 1948, which is returned herewith (Attachment A).

2. Confirming my discussion of this subject with the Deputy Director, I cannot concur, in their entirety, with the proposals set forth in reference presentation. An analysis of present OSO practices reflects that the Letter of Employment used by OSO (Attachment B) clearly sets forth the responsibilities of the Government and the employee on the basis of 24 months for each tour of duty; however, it does not specify that each employee must repay cost of transportation if he returns to the United States within twelve months of arrival at each new post. The draft proposed by the Executive for A&M does not differentiate between the liabilities of old and new employees. Public Law 600 and State Department policy, on which OSO policy was based, specifically requires repayment of original transportation to the field only if a new appointee resigns within his first twelve months of employment with the Government. It is my belief that the present OSO policy of recognizing the service of employees having performed one tour of duty in the foreign field is sound, whereas, the proposed policy of treating old and new employees alike is unwarranted in relation to other Government agencies who base their policy on the Law as passed by Congress.

a. It is believed that paragraph 1.g. of the proposed Overseas Agreement submitted by the Executive for A&M should, in substance, be substituted for paragraph 3 of the Letter of Appointment (Attachment B). This proposal is incorporated in the attached draft (Attachment D).

b. The Letter of Agreement used by OSO (Attachment C), which is signed by each new employee when his first post of duty is definitely determined, clearly sets forth the responsibilities of the Government and the individual with regard to his first 24 month tour of duty. It also clearly and definitely establishes the liability of the individual should he resign from Government employment within twelve months after his arrival at his first post of duty.

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3. The present agreements utilized by OSO very carefully conform to Public Law 600 and parallel the policies of other Government agencies. The policy and practices of OSO, as expressed in the Letter of Employment and Letter of Agreement, are the result of considerable experience in the field of overseas employment. It is believed that they furnish every protection to the Director and therefore the proposals set forth in subject memorandum and attachments do not have my concurrence except for that portion thereof indicated in paragraph 2.a. above.

4. With a view to resolving this matter and strengthening the present OSO procedure, this office has revised the Letter of Appointment and Letter of Agreement incorporating the views of OSO hereinabove expressed in one document. This revised Letter of Appointment (Attachment D) is recommended for the Director's approval.

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DONALD H. GALLOWAY
Assistant Director

4 Attachments - A,B,C,D

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CENTRAL INTELLIGENCE AGENCY
Washington, D. C.

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ADMINISTRATIVE INSTRUCTION
NO.

31 December 1948

SUBJECT: Special Employment Agreement

25X1A

Overseas Agreements

Paragraph 3, Administrative Instruction dated 11 June 1948 is amended to read as follows:

"3. The Assistant Directors for Operations, Special Operations and Policy Coordination may, in their discretion, require acceptance of an agreement to serve overseas as a condition of employment for any prospective employee of their offices, and prescribe a tour of less than 24 months where it is determined to be in the best interest of the government."

R. H. Hillenkötter
R. H. HILLENKÖTTER
Rear Admiral, USN
Director of Central Intelligence

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